gives a right to a recovery where none existed before. Furthermore, no distinction should be made between the effect of a limitation to a re-defined and to a newly created right. *A. J. Phillips Co.* v. *Grand Trunk Western Ry. Co.*, 236 U. S. 662, 665. *Contra, Finnell* v. *So. Kan. Ry. Co.*, 33 Fed. 427; and see *Williams* v. *St. Louis, etc. Ry. Co.*, 123 Mo. 573, 581, 27 S. W. 387, 389. The substantive rights are determined by the law of the locus of the transaction, which can as well cut down an existing right as limit a new one. So the problem is merely one of construing whether the limitation is remedial or substantive. In the Employers' Liability Act there is nothing to rebut the presumption of the usual import of the juxtaposition of right and limitation.

CONSTITUTIONAL LAW — PERSONAL RIGHT — LIBERTY TO CONTRACT — STATUTE RESTRICTING EMPLOYMENT OF ALIENS. — A New York statute provided that only citizens of the United States should be employed in the construction of public works. The Public Service Commission made several contracts with the plaintiffs for the construction of the new subway system of New York City, with a provision that they should be void if the statutory restriction was not complied with. The plaintiffs now bring a bill in equity to restrain the commission from declaring the contracts void in accordance with this provision, on the ground that the statute is unconstitutional. *Held*, that the bill should be dismissed. *Heim* v. *McCall*, 239 U. S. 175.

For a discussion of the questions involved, and a criticism of the opposite result reached by the New York Appellate Division, see 28 HARV. L. REV. 496, 628.

CONTRACTS — DEFENSES: INFANCY — RATIFICATION WITHOUT KNOWLEDGE THAT CONTRACT IS VOIDABLE. — The plaintiff, while an infant, bought and paid for the defendant's moving-picture theatre. Soon after becoming of age he tried to sell the theatre, not knowing of his power to avoid the contract. Later he tried to rescind the contract and now sues to recover the purchase price. *Held*, that he may recover. *Manning* v. *Gannon*, 43 Wash. L. Rep. (D. C.) 759.

By a marriage settlement made while an infant, the plaintiff settled in trust certain reversions expectant on her mother's death. For six years after becoming of age, she neither affirmed nor repudiated the contract expressly. *Held*, that she may not now repudiate, though she did not know hitherto that her contract was voidable. *Carnell* v. *Harrison*, 50 L. J., 569.

There is some rather ill-considered authority holding that ratification depends on knowledge that the contract is voidable. *Hinely* v. *Margaritz*, 3 Pa. St. 428. See *Baker* v. *Kennett*, 54 Mo. 82, 92; *Hatch* v. *Hatch*, 60 Vt. 160, 171, 13 Atl. 791, 797; *Harmer* v. *Killing*, 5 Esp. 102, 103. The weight of authority, however, is in accord with the present English decision on the ground that one is presumed to know the law. *Morse* v. *Wheeler*, 4 Allen (Mass.) 570; *Anderson* v. *Soward*, 40 Oh. St. 325; *Bestor* v. *Hickey*, 71 Conn. 181, 41 Atl. 555. See WHARTON, CONTRACTS, § 57. It is submitted that this result is also more in accord with legal principles. The statement in these authorities merely expresses the rule pervading the entire law of contracts that, given an intention to do the acts in question, a knowledge of the legal effects of those acts is immaterial. See WILLISTON'S WALD'S POLLOCK, CONTRACTS, 3 ed., 450. And the exception to this rule asserted by the American case can hardly be supported on grounds of public policy, for the act which created the right to enforce the contract against the former infant was done by an adult who no longer can claim special privileges. See *Bestor* v. *Hickey*, 71 Conn. 181, 186, 41 Atl. 555, 556. This reasoning is supported by analogy. The so-called waiver of the defense of the Statute of Limitations requires no knowledge of its existence. *Langston* v. *Aderhold*, 60 Ga. 376. And an indorser of a note, though not

liable for want of notice of non-payment, will become liable on a new promise to pay, whether or not he knew of his defense. *Third Nat. Bank* v. *Ashworth*, 105 Mass. 503.

CONTRACTS — DEFENSES — STATUTORY INFORMALITY AS DEFENSE AGAINST SUIT BY GOVERNMENT. — The defendant, whose bid for transportation of coal had been accepted by the United States Navy Department, was tendered a written contract in the form required by statute. U. S. REV. STAT., § 3744. This he refused to sign on the ground of variance. The government now sues for breach of contract. *Held*, that the plaintiff may recover. *United States* v. *New York, etc. Steamship Co.*, 239 U. S. 88.

Although the statute in the principal case does not in terms invalidate unwritten contracts, the Supreme Court has held them unenforceable against the United States. *Clark* v. *United States*, 95 U. S. 539; *Henderson's Case*, 4 Ct. Cl. 75. This construction carries out the purpose of the statute, which is, in the words of its preamble, "to prevent and punish Fraud on the Part of Officers intrusted with making Contracts for the Government," for it assures to the government that all fraudulent contracts will be either written and on file or nugatory. But it would be going beyond both the terms and the purpose of the statute to extend this construction to make informal contracts unenforceable against the contractor, for it is inconceivable that Congress intended to protect him against frauds of the government. The objection that the government's promise thus becomes illusory, and hence no consideration for the contractor's promise, has no greater force than in contracts of infants or in contracts under the Statute of Frauds where only the defendant has signed the memorandum. *Holt* v. *Ward Clarencieux*, 2 Strange 937; *Clason* v. *Bailey*, 14 Johns. (N. Y.) 484. Nevertheless, as the contractor may well be led into expensive preparations which in no wise enrich the government, the lack of mutuality throws a burden on the contractor not wholly relieved by his right to recover in *quantum meruit*. *Clark* v. *United States*, *supra*. A possibility in the principal case not mentioned by the court is that both parties looked forward to the required formalities as a necessary preliminary to a binding contract. *Mississippi, etc. Steamship Co.* v. *Swift*, 86 Me. 248, 29 Atl. 1063. See *Capital Printing Co.* v. *Hoey*, 124 N. C. 767, 793, 33 S. E. 160, 168.

CORPORATIONS — STOCKHOLDERS: RIGHTS INCIDENT TO OWNERSHIP — RIGHT TO VOTE: VOTING TRUSTS. — The holders of the majority stock of a corporation transferred their stock to the president as trustee, taking in return trust certificates. The trust was to last for ten years, the absolute power to vote being in the trustee. The plaintiff purchased certain trust certificates, and upon demand being made the defendant refused to issue stock certificates in exchange for the trust certificates. The plaintiff brings a bill in equity praying a cancellation of the agreement and a decree ordering the stock to be issued. *Held*, that the relief should be granted, the agreement being void. *Luthy* v. *Ream*, 110 N. E. 373.

For a discussion of this case, see NOTES, p. 433.

CRIMINAL LAW — LIABILITY FOR OTHERWISE LAWFUL ACT RESULTING IN UNLAWFUL ACT OF OTHERS — SALE OF LIQUOR WITH KNOWLEDGE THAT IT IS TO BE RESOLD ILLEGALLY. — The defendant sold liquor knowing that the buyer intended to resell it in violation of the law. *Held*, that he was guilty of aiding and abetting in the subsequent resale. *Cook* v. *Stockwell*, 113 L. T. R. 246 (K. B.).

It is a general rule that the intervening, independent acts of a third person, if foreseeable, will not make a preceding cause remote. *Carter* v. *Towne*, 98 Mass. 567; *Jennings* v. *Davis*, 187 Fed. 703, 709; *Dixon* v. *Bell*, 5 Maule & S.